

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Joshua Mogin (310) 282-2520
B. E-MAIL CONTACT AT FILER (optional) jmogin@thompsoncoburn.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Joshua Mogin Thompson Coburn LLP 10100 Santa Monica Blvd., Suite 500 Los Angeles, CA 90067</div> <div>CT-153075-CAF</div>

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FINST- FINANCE STATEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CENTRAL MULTIFAMILY GPRV PARTNERS 38, LLC, CAPUTO ORANGE, LLC and WYYYYLD, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS c/o GPR Ventures, 843 Castro St.		CITY Mountain View	STATE CA	POSTAL CODE 94041
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY USA	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME KEYSTONE REAL ESTATE INCOME TRUST, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 60 E. South Temple, Suite 2100		CITY Salt Lake City	STATE UT	POSTAL CODE 84111
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule I attached.

TIN 16-05-104-016, 16-05-104-017, 16-05-104-012, 16-05-104-013 &
16-08-106-009

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Salt Lake County, Utah

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME	
CENTRAL MULTIFAMILY GPRV PARTNERS 38, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
CAPUTO ORANGE, LLC and WYYYLD, LLC	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A of Schedule 1, attached.

17. MISCELLANEOUS:

Salt Lake County, Utah

FINANCING STATEMENT

SCHEDULE I

This financing statement covers the following types (or items) of property (the “*Collateral Property*”):

- 1) **Land**. All of Debtor’s right, title and interest in and to the Land.
- 2) **Additional Land**. All of Debtor’s right, title and interest in and to the Additional Land.
- 3) **Improvements**. All of Debtor’s right, title and interest in and to the Improvements.
- 4) **Easements**. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.
- 5) **Equipment**. All right, title and interest in and to the Equipment and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any Security Agreements (as defined in the Uniform Commercial Code) superior, inferior or pari passu in lien to the lien of this Security Instrument. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of this Security Instrument, this Security Instrument shall also cover all right, title and interest of each Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.
- 6) **Awards**. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.
- 7) **Leases**. All leases and subleases (including, without limitation, all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property) and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

8) **Insurance Proceeds.** All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property or any part thereof.

9) **Tax Awards.** All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

10) **Right to Appear.** The right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real Property or any part thereof and all awards and/or judgments received by Debtor from any source whatsoever.

11) **Accounts.** All cash on hand, bank accounts, accounts receivable, security deposits, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof.

12) **Indemnification.** All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

13) **Plans.** All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

14) **Proceeds.** All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Capitalized terms not defined herein are as defined in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party.

EXHIBIT A

LEGAL DESCRIPTION

150 & 154 South 700 East, Salt Lake City, UT 84102

PARCEL 1:

Commencing at a point 3 rods South of the Northeast corner of Lot 1, Block 53, Plat "B", Salt Lake City Survey and running thence South 3 1/2 rods; thence West 10 rods; thence North 3 1/2 rods; thence East 10 rods to the place of beginning.

PARCEL 2:

Commencing at a point 6-1/2 rods South from the Northeast corner of Lot 1, Block 53, Plat "B", Salt Lake City Survey and running thence South 3-1/2 rods; thence West 10 rods; thence North 3-1/2 rods; thence East 10 rods to the place of beginning.

733-743 South 700 East, Salt Lake City, UT 84102

Commencing at the Northwest corner of Lot 4, Block 12, Plat "B", Salt Lake City Survey; thence South 169 feet; thence East 165 feet; thence North 169 feet; thence West 165 feet to the place of beginning.

153-155 South Heather Street. & 653 East 200 South, Salt Lake City, UT 84102

PARCEL 1:

Beginning 97 feet South from the Northeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running thence South 68 feet; thence West 82.5 feet; thence North 68 feet; thence East 82.5 feet to the place of beginning.

PARCEL 1A:

A right of way established in the Quit-Claim Deed recorded April 2, 1941 as Entry No. 901177 in Book 266 at Page 233 over the West 9 feet of the East 1/2 of said Lot 2.

PARCEL 2:

Beginning at a point 35.17 feet West of the Southeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running North 165 feet; thence West 39.08 feet; thence South 165 feet; thence East 39.08 feet to the place of beginning.

PARCEL 2A:

A non-exclusive right of way established in the Warranty Deed recorded May 17, 1971 as Entry No. 2385789 in Book 2959 at Page 523 described as follows:

The West 9 feet of the South one-half of the East one-half of Lot 2, Block 53, aforesaid.

PARCEL 2B:

A right of way established in the Warranty Deed recorded May 17, 1971 as Entry No. 2385789 in Book 2959 at Page 523 over the following:

Beginning 35.36 feet West and 36 feet North of the said Southeast corner of Lot 2, Block 53 and running thence North 54 feet; thence West 3.29 feet; thence South 54 feet; thence East 3.29 feet to the place of beginning.